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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/971,718	10/04/2001	Ranjit N. Notani	020431.1056	3043
53184 7590 12/31/2007 i2 TECHNOLOGIES US, INC. ONE i2 PLACE, 11701 LUNA ROAD DALLAS, TX 75234			EXAMINER SWARTZ, JAMIE H	
			ART UNIT 3694	PAPER NUMBER
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/971,718

Applicant(s)

NOTANI ET AL.

Examiner

Jamie H. Swartz

Art Unit

3694

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☐ Responsive to communication(s) filed on 12 October 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- ☒ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- ☐ Notice of Informal Patent Application
- ☐ Other: _____

DETAILED ACTION

Drawings

1. This action is in response to the amendment filed on October 12, 2007. Claims 1-31 are pending. Claims 32-50 are cancelled.

Response to Arguments

2. Applicant's arguments filed October 12, 2007 have been fully considered but they are not persuasive.
3. The applicant argues that the specification "page 3, lines 7-12 provides a clear support for at least the claim portion 'meta model element.'" Page 3, lines 7-12 states:

Each meta-model element in the set is capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises.

Though the examiner does agree with the applicant that the term "meta-model" does occur in the specification the examiner asserts that the term is not defined in a way to allow one of ordinary skill in the art to use the invention. The definition, as pointed out by the applicant, as stated in the specification is abstract and vague. Trying to see if something is used or is not used as a "meta-model" element is not clearly defined. The term "meta-model" is abstract and value in its own nature. Though the applicant believes this definition causes the claims to be clear the examiner asserts that the definition is still vague. The applicant repeatedly states that the claim is further limited

by the phrase "capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model." The examiner respectfully disagrees that the phrase further limits the claim. The examiner asserted a definition to the phrase "meta-model" to be a "trading partner agreement" for examination purposes. A complete examination of a patent cannot be done without a clear definition of the terms used in the application. The definition asserted by the examiner is based on a broadest reasonable interpretation. The examiner is not saying the invention has to be specifically a trading partner agreement. The examiner said that the applicant "appeared" to use "meta-model" to mean a trading partner agreement. The purpose of stating that it was viewed as a trading partner agreement was to show how the claims were being interpreted by the examiner. Based on how a "meta-model" is defined in the specification and in the claims the examiner asserted that this "meta-model" could be a trading partner agreement. The applicant even argues "a meta-model element containing at least the further limitation 'each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model' is supported by the specification. A trading partner agreement element can be negotiated by two or more enterprises and incorporated into a negotiated trading partner agreement. On page 17 of the amendment the applicant states that "the Examiner's construction of the term 'meta-model' fails to account for significant aspects of Applicants 'meta-model' as set forth in the specification." The applicant fails to disclose which portions of the "meta-model" as set forth by the specification negate the assertion of a trading partner agreement. The

applicant fails to specifically mention one limitation of a "meta-model" that causes a trading partner agreement to not be a "meta-model."

On page 19 of the arguments the "applicants respectfully submit that the relationship between each and every instance of the term 'meta-model' in the Applicants claims are clearly defined at least in the specification, as well as being clear in the claims themselves." The examiner respectfully submits that this is not the case. The specification does not clearly differentiate and define each of the term in a way to allow one of ordinary skill in the art to use the invention. Since the term "meta-model" is not clearly defined the repetitious use of the term does not help to clearly define the various uses of the term. The examiner respectfully asserts that stating the various locations of the terms that are used in the spots that they are used in the claims does not help to define the terms. The examiner also respectfully asserts that the applicant has failed to show locations within the specification where the applicant believes that the different uses might be defined in such a way for one of ordinary skill in the art to use the invention.

The applicant argues on page 20 of the arguments that a definition of a "meta-model" is defined in the specification at Page 3, Lines 17-18. "In particular, the term 'negotiated meta-model' is defined in the Applicants specification at least as 'a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises.'" The examiner respectfully disagrees that page

3, lines 17-18 clearly define a "meta-model." Saying a "negotiated meta-model" is something describes an agreement leaves the claim vague. A human being has the ability to describe an agreement between the enterprises as to collaborations between the enterprises. The examiner also asserts that a trading partner agreement has the ability to describe an agreement between the enterprises as to collaborations between the enterprises.

The applicant argues that "further support is found for the term 'meta-model negotiation service' in the Applicants Specification at lines 14-18. Specifically, 'the meta-model negotiation service provides access to the set of meta-model elements and receives selections of one or more of the meta-model elements.' (Specification Page 3, Lines 14-18)" on page 21 of the arguments. The examiner respectfully disagrees that this is a clear definition of a "meta-model" or any of the various types of "meta-models." The examiner also believes that using the word you are attempting to define within a definition leads to a circular definition and does not necessarily provide the reader with a clear definition.

The applicant argues that by referencing Byde in the rejection the examiner is stating that Fisher does not teach a trade agreement or negotiations. The examiner respectfully disagrees. Fisher does use the concept of negotiations. The reference to Boyd was to show the applicant that negotiations within trading were old and well known at the time of the invention. The examiner believes that negotiations are inherent in a trade

agreement and uses the Boyd reference to teach the inherency of the phrase trade agreement within the idea of negotiation.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the examiner used the combination to teach the inherency of the phrase trade agreement within negotiations.

The examiner agrees that upon request the examiner must produce support for the use of Official Notice as stated by the applicant on page 27 of the arguments. However, the examiner respectfully disagrees about the use of Official Notice and is unable to locate any use of Official Notice in the current application. The examiner read over rejections to claims 1-3, 6-10, 11-13, 16-20, 21-23, and 26-31 and has not located the use of Official Notice applicant failed to give specific line and page numbers. The examiner asserts that prior art was found to teach that negotiations were known in the art of trade agreements at the time of the invention.

The applicant argues "that Fisher, Byde, or McCormick, either individually or in combination, fail to disclose, teach, or suggest each and every element of Claims 4, 5, 14, 15, 24, and 25. Thus, the Applicants respectfully traverse the Examiners obvious rejection of Claims 4, 5, 14, 15, 24, and 25 under 35 U.S.C. § 103(a) over the proposed combination of Fisher, Byde, or McCormick, either individually or in combination." The applicant fails to point out which specific limitations the applicant believes are not specifically taught by the combination of Fisher, Byde, or McCormick. The examiner believes that all limitations are taught by the prior art either individually or in combination. Since the applicant fails to point out which limitations are not taught the examiner can not specifically discuss the limitations. The examiner asserts that each and every a limitation of the application was taught by the prior art.

The applicant discusses a "meta-mode" in various places in the arguments such as page 16 and page 17 of the amendment. The examiner is confused as to what a "meta-mode" is in where within the claims or specification the "meta-mode" is located.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. Claims 1-31 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

6. Regarding claims 1-31, the phrase "meta-model elements" renders the claim indefinite because it is unclear whether the limitations following the phrase are part of the claimed invention. See MPEP § 2173.05(d). The applicant appears to define a meta-model to be a trading partner agreement. It is unclear to what the applicant defines as the specific "elements" of the meta-model. The repetitious use of the term meta-model to define different aspects of meta-models is vague and does not make clear to the examiner what the applicant specifically defines the claimed invention to be. And how do these elements describe a portion of a potential standard for collaboration? Thus a broad interpretation to the phrase meta-model is applied.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 1-3, 6-10, 11-13, 16-20, 21-23, and 26-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fisher (US 6957199 B1) in view of Byde et al. (US 20020178127 A1).

9. Regarding claim 1, Fisher teaches *a system for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners* (col. 4, line 39– col.

12, line 16). Fisher teaches *a set of one or more meta-model elements each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *a meta-model negotiation service* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to the set of meta-model elements* (col. 4, line 39– col. 12, line 16, col. 36, lines 37–41, col. 40, lines 16–23). Fisher teaches *receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises; facilitate negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade

agreements. However, Hyde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Hyde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

10. Regarding claim 2, Fisher teaches wherein *the meta-model negotiation service is operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model* (col. 4, line 39– col. 12, line 16, col. 42, lines 52-58, col. 38, lines 58-62, col. 29, lines 36-43). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Hyde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Hyde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require

by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

11. Regarding claim 3, Fisher teaches *wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises* (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55).

12. Regarding claim 6, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

13. Regarding claim 7, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around

the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

14. Regarding claim 8, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

15. Regarding claim 9, Fisher teaches *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3)

16. Regarding claim 10, Fisher teaches *wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

17. Regarding claim 11, Fisher teaches *facilitating negotiation of a standard for inter-enterprise collaboration between trading partners, the method performed using one or more computers* (col. 4, line 39– col. 12, line 16). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the*

enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches, receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *facilitating negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer

with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

18. Regarding claim 12, Fisher teaches further *comprising communicating the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model.* (col. 18, line 8 – col. 25, line 53, col. 29, lines 36-43, col. 42, lines 52 - 58). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

19. Regarding claim 13, Fisher teaches *wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized*

for particular needs of the enterprises (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

20. Regarding claim 16, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

21. Regarding claim 17, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious

to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

22. Regarding claim 18, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Hyde teaches negotiations (¶ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Hyde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

23. Regarding claim 19, Fisher teaches *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

24. Regarding claim 20, Fisher teaches *wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state

negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

25. Regarding claim 21, Fisher teaches *software for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners, the software embodied in computer-readable media* (col. 4, line 39– col. 12, line 16, col. 33, line 66 – col. 34, line 8, col. 59, line 20 – col. 60, line 24). Fisher teaches *receiving an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises* (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches *receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches *facilitating negotiation of the selected meta-model elements* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher

teaches incorporating *negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches communicating *the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model* (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Hyde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Hyde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

26. Regarding claim 22, Fisher teaches *software further operable to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software being operable to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model* (col. 18, line 8 – col. 25, line 53, col. 29, lines 36–43, col. 42, lines 52 – 58, col. 33, line 66 – col. 34, line

8). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

27. Regarding claim 23, Fisher teaches a *software wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises*. (col. 32, lines 39-43, col. 4, line 39— col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations.

Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

28. Regarding claim 26, Fisher teaches *a software wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

29. Regarding claim 27, Fisher teaches *a software wherein the meta-model negotiation service comprises a joint business planning network service (JBPNs)* (col. 39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

30. Regarding claim 28, Fisher teaches a software *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16).

The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

31. Regarding claim 29, Fisher teaches a software *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to

modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

32. Regarding claim 30, Fisher teaches a *software wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

33. Regarding claim 31, Fisher teaches a system for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners (col. 4, line 39– col. 12, line 16). Fisher teaches means for receiving an indication that two or more

enterprises wish to negotiate a standard for collaborations between the enterprises (col. 4, line 39– col. 12, line 16). Fisher teaches means for providing access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that describes an agreement between the enterprises as to collaborations between the enterprises, each meta-model element in the set describing a portion of a potential standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40, line 16 – col. 42, line 42). Fisher teaches means for receiving selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for facilitating negotiation of the selected meta-model elements (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for incorporating negotiated meta-model elements into the negotiated meta-model for collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). Fisher teaches means for communicating the negotiated meta-model to the enterprises to enable collaborations between the enterprises according to the standard for collaborations reflected in the negotiated meta-model (col. 4, line 39– col. 12, line 16, col. 34, line 65– col. 38, line 19). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde

teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

34. Claims 4-5, 14-15, and 24-25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fisher (US 6957199 B1) in view of Byde et al. (US 20020178127 A1) in further view of McCormick (US 20020040352 A1).

35. Regarding claim 4, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least*

two enterprises (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byte teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byte teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byte does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include the specific details of supply chain elements and the temporal structure. Fisher helps to establish trade relationships and does not limit the scope of what is being traded. Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data to include valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

36. Regarding claim 5, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher

teaches negotiations, trade agreements, and the rules within trading. Hyde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Hyde does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§§ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state

model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

37. Regarding claim 14, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least*

two enterprises (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of

supply chain elements and the temporal structure. Fisher helps to establish trade relationships and does not limit the scope of what is being traded. Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data to include valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

38. Regarding claim 15, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§§ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that

a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

39. Regarding claim 24, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). Fisher does not specifically teach dimensions

with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain element* (§ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (§ 17-18). McCormick teaches *temporal structures of collaborative transactions* (§ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of supply chain elements

and the temporal structure. Fisher helps to establish trade relationships and does not limit the scope of what is being traded. Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data to include valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

40. Regarding claim 25, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (§§ 38, 39). Fisher teaches negotiations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (§§20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (§§ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (§§ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (§§ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that

a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

41. Examiner's Note: The Examiner has cited particular columns and line numbers in the references as applied to the claims for the convenience of the applicant.

Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Conclusion

42. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).


A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jamie H. Swartz whose telephone number is (571) 272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on (571) 272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Jamie Swartz
December 17, 2007


ELYSA HOLBERT
PRIMARY EXAMINER